

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

APPLIED UNDERWRITERS CAPTIVE
RISK ASSURANCE COMPANY, INC.,

Plaintiff,

vs.

DOYLE SIGNS, INC.,

Defendant.

Case No.: 1:21-cv-744

COMPLAINT

Plaintiff Applied Underwriters Captive Risk Assurance Company, Inc. (“AUCRA”), by and through its attorneys, DLA Piper LLP (US), and against Defendant, Doyle Signs, Inc. (“Doyle Signs”) hereby alleges as follows:

PARTIES

1. AUCRA is a corporation organized and existing under the laws of Iowa with its principal place of business located at 10825 Old Mill Road, Omaha, Nebraska 68154.
2. Doyle Signs is a corporation organized and existing under the laws of Illinois with its principal place of business in Addison, Illinois.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action under 28 U.S.C. § 1332 because there is complete diversity of citizenship between AUCRA, on the one hand, and Doyle Signs, on the other hand, and the amount in controversy exceeds \$75,000.
4. This Court has general personal jurisdiction over Doyle Signs because it is incorporated in and has its principal place of business in Illinois.

5. Venue in this District and Division is proper under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claims occurred in this District and Division.

FACTS

6. On or about May 1, 2012, Doyle Signs entered into a Reinsurance Participation Agreement (the "RPA") with AUCRA, a copy of which is attached as Exhibit 1.

7. Pursuant to Section 4 of the RPA, the "Active Term" of the RPA was three years, with the option for the parties to extend the Active Term as desired.

8. Per the terms of the RPA, if Doyle Signs elected to cancel the RPA "prior to the end of the Active Term," it agreed to "abide by the terms of the Early Cancellation terms set forth in Schedule 1 or any Additional Schedules" to the RPA.

9. Doyle Signs cancelled the RPA prior to the end of the Active Term. Pursuant to the RPA, Doyle Signs owes an early cancellation fee of \$278,433.00.

10. Doyle Signs further owes AUCRA a balance of \$99,582.41 for coverage under the RPA.

11. AUCRA has performed all of its obligations under the RPA.

12. Doyle Signs breached the RPA by refusing to pay the \$378,015.41 (not including interest) that it owes AUCRA pursuant to the RPA.¹

COUNT I **(Breach of Contract)**

13. AUCRA re-alleges and incorporates each of the preceding paragraphs.

14. AUCRA has performed all duties and obligations under the RPA.

¹ Applied originally brought this action against Doyle Signs in the District Court of Douglas County, Nebraska. The action was dismissed on jurisdictional grounds.

15. By committing the above-described acts, Doyle Signs breached the RPA, including but not limited to Sections 1 and 4 of the RPA and Schedule 1 to the RPA.

16. As a direct and proximate result of that breach, AUCRA has sustained damages of at least \$379,623.41. AUCRA is further entitled to pre- and post-judgment interest.

PRAYER FOR RELIEF

WHEREFORE, AUCRA respectfully prays for judgment against Doyle Signs, as follows:

1. For compensatory damages in the amount of \$379,623.41 and pre- and post-judgment interest on that amount;
2. For costs, expenses, and attorney's fees incurred by AUCRA in connection with this action, under Section 13(L) of the RPA; and
3. For any other and further relief that the Court may deem just and proper.

Dated: February 9, 2021

ILLINOIS INSURANCE COMPANY

By: /s/ Joseph A. Roselius

One of Its Attorneys

Shand S. Stephens (*pro hac vice* forthcoming)
DLA Piper LLP (US)
1251 Avenue of the Americas, 27th Floor
New York, New York 10020
T 212.335.4500
E shand.stephens@dlapiper.com

Joseph A. Roselius
Joseph Carey
DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, Illinois 60606
T 312.368.4000
E joseph.roselius@dlapiper.com
E joe.carey@dlapiper.com